

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		12/21/2011	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Haggin Marketing, Inc.		
Street Address:	100 Shoreline Highway		
City:	Mill Valley		
State/Country:	CALIFORNIA		
Postal Code:	94941		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3128141	BRANDACTIONAL	
Registration Number:	3137227	BRANDACTION	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
Email:	susan.zablocki@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	39951-119		
NAME OF SUBMITTER:	Susan Zablocki		
Signature:	/susan zablocki/		

Date:

12/30/2011

Total Attachments: 3

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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated September 24, 2008 (the "*Trademark Collateral Agreement*"), recorded in the United States Patent and Trademark Office on October 13, 2008 at Reel 003868, Frame 0952, Haggin Marketing, Inc. ("*Releasee*"), a California corporation, granted to Bank of Montreal ("*Releasor*"), a Canadian chartered bank, as agent for the Secured Creditors (as defined in that certain Amended and Restated Security Agreement, dated September 15, 2009, by and among Releasee, the other debtors party thereto and Releasor, as amended, modified, supplemented or restated from time to time (the "*Security Agreement*")), a continuing security interest in (i) each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; (ii) each trademark license listed on Schedule A hereto and all such royalties and other sums due or to become due under or in respect of each trademark license, together with the right to sue for and collect all such royalties and other sums; and (iii) all proceeds of the foregoing, including without limitation, any claim by Releasee against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages (collectively, the "*Collateral*"); and

WHEREAS, Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its lien on and security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Releasor hereby relinquishes, releases and discharges its lien(s) on and security interest(s) in, and any and all other rights in or to the Collateral, and any other trademark, trademark registration and trademark application or trademark license, that Releasor has, had or could have had pursuant to the Trademark Collateral Agreement or the Security Agreement, and hereby terminates the Trademark Collateral Agreement and the Security Agreement. Releasor hereby further authorizes Releasee to take any and all actions, including filing and recording this document with any and all appropriate governmental authorities, to effect and further document the release made hereby.

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademark Collateral to be duly executed as of December 21, 2011.

BANK OF MONTREAL, as Agent

By: 

Name: Katie Jones

Title: Managing Director

**SCHEDULE A**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	SERIAL NO.	REG. NO.
BRANDACTIONAL	78/624,722	3,128,141
BRANDACTION	78/624,772	3,137,227

**PENDING FEDERAL TRADEMARK APPLICATIONS**

NONE

**TRADEMARK LICENSES**

NONE